

Thames Chase Forest Centre  
Pike Lane  
Upminster  
Essex  
RM14 3NS

Tel 01708 642964  
[Clare.Rowley@forestry.gsi.gov.uk](mailto:Clare.Rowley@forestry.gsi.gov.uk)

Monday 9<sup>th</sup> February 2015

Dear Sirs

**INVITATION TO TENDER (ITT) FOR Thames Beat Security Services Contract  
REF NO: 103/14/84 & 103/14/85**

You are invited to submit a tender for the supply of the above to the Forestry Commission.

Please send your completed tender and any enquires about this invitation to:

Clare Rowley  
Thames Chase Forest Centre  
Pike Lane  
Upminster  
Essex  
RM14 3NS

Tel: 01708 642964

Email: [Clare.Rowley@forestry.gsi.gov.uk](mailto:Clare.Rowley@forestry.gsi.gov.uk) (Email address provided for enquiries only)

Send completed tenders as:

- two paper copies by post or hand delivered, and
- one copy on disk or USB type storage device in a read only format

Please note we do not accept fax or email copies.

Please mark the envelope with the initials 'ITT for Thames Beat Security Services Contract - Not to be opened until 13:00 on Monday 16<sup>th</sup> March 2015.

We must receive your completed tender by **13:00 on Monday 16<sup>th</sup> March 2015**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting the contract reference number stated above. If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all potential tenderers, although your identity will remain confidential.

This ITT is a modular document and you will only be supplied with the modules that are required to complete this tender. The document is made up of modules labelled A to D. (See table on Page 3 of this ITT)

All tenders will be evaluated objectively as detailed in the Evaluation Matrix within this ITT document.

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of Contract for Operational Services, and any additional terms specified as attached to this ITT, will apply. Your terms will not apply.
- ii. You must accept our terms and conditions as follows: [Forestry Commission Standard Terms and Conditions](#) for Operational Services. We will discuss any issues you highlight before any award. If you wish to qualify our Terms and Conditions in any way, you must append a description of the requested changes to your tender. Note that this may invalidate your submission if the Forestry Commission is unable to accept these proposed changes.
- iii. Your tender and all accompanying documents are to be in English.
- iv. All prices must be in sterling and exclusive of VAT.
- v. Costs remain the responsibility of those submitting a tender.
- vi. We will not return any part of the documents forming your tender.
- vii. We reserve the right to cancel or withdraw from the process at any stage.
- viii. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
- ix. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
- x. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
- xi. Once we have awarded the contract, we will not accept any additional costs incurred which are not reflected in your tender.
- xii. Offering an inducement of any kind for obtaining this or any other contract with us will disqualify your tender and may constitute a criminal offence.
- xiii. You do not need to provide supporting documents, certificates, statements or policies with your tender unless specifically requested to do so. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.
- xiv. Your organisation will only be evaluated based on the information in your tender. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.

- xv. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary.

Yours faithfully

Clare Rowley  
Community Ranger

## 1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Complete & Return
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Complete & Return
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
10. Location Maps	For Information Only	
B	References	Complete & Return
C	Financial Information	Not Used
D	Health & Safety	Complete & Return

Module A is the core document and will require to be completed and returned.

Only additional Modules marked 'Complete & Return' will require to be completed for this opportunity.

Any Modules marked 'Not Used' will not have been sent to you for completion.

## 2. ITT Timetable and Associated Stages

Set out below is the proposed procurement timetable. This is intended as a guide, and, while we do not intend to depart from the timetable, we reserve the right to do so.

Stages	Dates
Dates of Site Visits	Thames Chase Community Forest – 10:00 on Tuesday 24th February 2015 Jeskyns – 13:30 on Tuesday 24th February 2015
Closing date and time for enquiries	12:00 on Wednesday 4th March 2015
<b>Tender Return Date and Time</b>	<b>13:00 on Monday 16<sup>th</sup> March 2015</b>
Expected Notification of Intent to Award	Monday 23 <sup>rd</sup> March 2015
Expected Start Date	Friday 1 <sup>st</sup> May 2015

### Site Visits

Before the return date, bidders are encouraged to attend a site visit so that they can complete their submission. Site visits will take place on the date specified in the timetable above and bidders should contact the person named in the covering letter to arrange this.

### 3. Statement of our Requirements

The Forestry Commission intends to award a contract for the provision of mobile security and car park locking services in the Thames Beat, covering 11 woodlands located in south-west Essex and north Kent.

Ten sites sit within the Thames Chase Community Forest (nine located within the London Borough of Havering and one in Thurrock Borough Council). These sites are connected by a good road network, with a distance of 7 miles between the two furthest sites, as the crow flies – see the Thames Chase Community Forest map in the supporting documents.

Jeskyns Community Woodland is a 147ha community woodland located just off of the A2, approximately 1km south-east of Gravesend, Kent.

Jeskyns is approximately a 40 minute drive across the Dartford Crossing from sites within the Thames Chase Community Forest.

#### Contract Description

##### Lots:

The contract has been split into separate lots:

- Lot 1 – Thames Chase Community Forest, 10 community woodland sites in Havering and Thurrock, Essex  
Total estimated contract value over four years: £84,600 - £110,550
- Lot 2 – Jeskyns, 1 site in Gravesend, Kent  
Total estimated contract value over four years: £36,550 - £40,500

Estimated contract values show the minimum and maximum contract range. The minimum value reflects the possibility that some services will be carried out by Forestry Commission staff in years two to four of the contract. The maximum value reflects the Contractor carrying out all services described.

The Forestry Commission will accept bids for a single lot or both lots. If the Contractor wishes to bid on both lots, they are asked to rank the lots in order of preference (Section 5).

The contract is expected to commence on **Friday 1<sup>st</sup> May 2015** for a period of four years, with annual break points and will terminate on **30<sup>th</sup> April 2019**.

The decision on whether to use break points will be at the Contract Manager's discretion and will be based on the following factors: budget availability, quality of contractor performance and value for money. Annual review meetings will be held with the Contractor in advance of break points to discuss the factors listed above.

## Specific Requirements

The Contractor will be required to undertake a range of operations across all sites, during a 24 hour period. These will include regularly-scheduled and on-request services:

### **Lot 1 - Thames Chase Community Forest (ten sites in Havering and Thurrock):**

- Daily car park vehicle barrier unlocks and locks (7 car parks)
- On request site patrols and boundary checks (10 sites)
- On request 24 hour response visits (10 sites)
- Releasing unattended vehicles from car parks (7 car parks)
- Changing combination code padlocks (10 sites)
- Changing car park closing time signs (7 car parks)
- Administration of 24 hour phone calls from members of the public (relating to 10 sites)

### **Lot 2 - Jeskyns Community Woodland (one site in near Gravesend, Kent):**

- Daily car park vehicle barrier unlock and lock (1 car park)
- On request site visit during stated car park opening hours (1 site)
- On request 24 hour response visits (1 site)
- Releasing unattended vehicles from car park (1 car park)
- Act as key holder for Forestry Commission premises located at Shorne Woods Country Park and the Jeskyns farm buildings, both located in Gravesend, Kent (2 sites)
- Undertake car park charging enforcement in line with FC policy (1 car park)
- Administration of 24 hour phone calls from members of the public (relating to 1 site)

## Specification

### **Lot 1 – Thames Chase:**

**1) Car Park Unlocking and Locking** – the main element of the work comprises of the daily unlocking and locking of seven Forestry Commission (FC) car park vehicle barriers within the Thames Chase Community Forest (please refer to the attached map for site locations).

The seven car parks are: Cely Woods, Folkes Lane Woodland, Harold Court Woods, Pages Wood, Tylers Wood, Ingrebourne Hill, and the Thames Chase Forest Centre.

The frequencies of locking and unlocking car parks will change seasonally or with any future increases in FC staffing. Therefore the amount of visits required cannot be guaranteed, but in total is expected to reflect the estimated quantities in the contract schedule. A portion of car park unlocking and locking may be taken on by Forestry Commission staff in years two to four of the contract. This is reflected in the minimum contract quantity detailed in Section 8.

The Contractor will be asked to carry out additional visits on occasions to cover when Forestry Commission staff are on leave and during holiday periods (for example, Christmas holidays and bank holidays).

Any significant changes will be agreed in advance at a service review meeting.

With regards to the Thames Chase Forest Centre only, the locking requirements will change seasonally, and the following is expected to be required:

- Height and vehicle barriers to be unlocked Monday to Friday throughout the year
- Locking of the barriers on weekdays is seasonal and during the winter months (estimated between November and February) this is undertaken by the Forestry Commission
- Height and vehicle barriers to be unlocked and locked Saturday & Sunday throughout the year

**Unlocking:** The car parks are to be unlocked daily by 06:30 hours.

**Locking:** The car park locking times will vary throughout the year depending upon daylight hours available ranging from 17:00 hours in winter to 21:00 hours in summer.

Time changes will be agreed periodically with the Contract Manager (C.M.) and the FC entrance board will display the locking time.

It is important the agreed opening and closing times are adhered to. The car park should be opened no more than 60 minutes before the requested time and locked no more than 60 minutes after the displayed time.

The Contractor will be required to keep activity logs of drivers' visits. This information will be requested periodically by the C.M to monitor compliance with these required timeframes. The C.M will also carry out quarterly monitoring visits to check compliance. See 'Monitoring Contractor Performance' at end of section 3.

At closing time the Contractor is required to drive through the car park checking for any remaining vehicles. If there are vehicles remaining, the Contractor must go through the process of an 'Unattended Vehicle/s Release' (Item 5). If clear, the Contractor will leave through the main car park barrier locking it behind them.

Car park vehicle barriers are secured with combination locks. To ensure site security is maintained, the Contractor is required to fully scramble the lock's combination after opening or closing the barrier and, if present, check that the height barrier is securely locked.

The Contractor shall not pass the combination code onto any third party without prior consent from the C.M.

The Contractor is required to provide a single rate that will be applicable to either locking or unlocking of any of the seven FC car parks located within Thames Chase.

**2). Site Patrol & Boundary Checks** - the FC may request inspections of any of the ten sites located in Thames Chase. At a time and date agreed with the FC the Contractor will send a uniformed officer to undertake a site patrol and boundary check ensuring:



- All vehicular barriers are closed, padlocks are present/locked and the code scrambled.
- External & internal site boundaries are secure i.e. fences are undamaged.
- No attempts have been made to illegally occupy Forestry Commission land.

If the Contractor identifies any issues that they deem to compromise site security they will telephone a member of FC personnel from the provided contact cascade list and pass on the collected information.

No invoice relating to a site patrol will be paid without an e-mail report, to include:

- Date & time
- Location/s
- Activities undertaken by the Contractor (e.g. parked at XX vehicle barrier for 30 minutes, checked barrier padlock)
- Any issues or suspicious activities noticed during visit

The unit of measurement for this work is per hour and the Contractor is required to provide a single rate that will be applicable to any of the ten sites at any time of day. The C.M may request that the Contractor visits one or more sites during the requested hour/s.

**3). Changing of Combination Padlock Codes** - the FC may request that the Contractor changes the combination code to all site vehicle barrier padlocks located in Thames Chase (approximately 25 padlocks).

This requirement may be undertaken by the Forestry Commission in years two to four, dependent on staffing levels. This is reflected in the minimum quantities identified in Section 8.

The C.M. will provide the Contractor with the new four digit code and the padlock key to enable the combination to be altered. All padlocks will be changed to the same code to ensure emergency services are able to access our land in the event of an emergency.

The Contractor will be expected to change all padlock codes on the same working day. To ensure site security is maintained, the Contractor is required to fully scramble the lock's combination after it has been changed.

The Contractor shall not pass the combination code onto any third party without prior consent from the C.M.

The Contractor is required to provide a single rate for changing any FC barrier padlock on the ten sites within Thames Chase.

**4). Changing of car park closing time signs** – the FC may request that the Contractor changes the car park closing time signs to all car park entrance boards within the Thames Chase Community Forest (approximately 15 signs at seven car parks).

This requirement may be undertaken by the Forestry Commission in years two to four, dependent on staffing levels. This is reflected in the minimum quantities identified in Section 8.

The C.M. will provide the Contractor with all signs and tools to change over signs. All signs will be changed on the same working day.

The Contractor is required to provide a single rate for changing signs on any FC entrance board on the seven car parks within Thames Chase.

**5). Unattended Vehicle(s) Release** – if vehicles are present in the car park at the time of locking the Contractor will move and wait by the entrance barrier, allowing 10 minutes for the car park to clear of visitors. If a vehicle owner is not present, the Contractor should sound their horn on arrival to try to alert the owner.

In the event of vehicles not clearing from the car park within 10 minutes the following procedure must be adopted:

- Information sign placed on the windscreen with contact details (FC to agree wording of windscreen note with the Contractor)
- Car park locked up as defined in the contract schedule
- When the member of the public makes contact with the Contractor they will organise the unlocking of the barrier to allow the person and their vehicle to leave the site. Calls requesting a vehicle(s) release will be responded to by the Contractor within 45 minutes

The Contractor is required to provide a single rate for attending any of the FC car parks located within the Thames Chase to undertake a vehicle release. If the Contractor is able to release more than one vehicle during the same visit they will only be entitled to invoice for the cost of a single visit and not for each vehicle released.

No invoice relating to a vehicle(s) release will be paid without an e-mail stating the:

- Date & time the Contractor received the call requesting a vehicle release
- FC car park name
- Owner's and vehicle details (owner's name, postcode, car registration, colour and make)
- Time that the vehicle was released

**6). 24 Hour Response Visit** - the C.M. may request that the Contractor undertakes a rapid response visit to any of the ten sites in Thames Chase. When requested, a visit will be responded to by a uniformed officer within 45 minutes.

The uniformed officer will be required to liaise directly via phone with Forestry Commission staff whilst on site and will provide necessary assistance to deal with the situation under our direction (i.e. checking on a reported incident and reporting back to Forestry Commission staff, gathering information, reporting instances to emergency services, maintaining a physical site presence).

The C.M. may on occasion request assistance of a uniformed officer on site where an FC staff member is expecting to deal with a conflict situation (e.g. unauthorised motorbike drivers, members of public camping). The officer will act as back-up presence, and will not be expected to engage directly with members of the public.

In the event of an emergency the Contractor will first contact the emergency services and then the Forestry Commission via a provided emergency contact cascade list.

No invoice relating to a 24 hour response visit will be paid without an e-mail report, to include:

- Date & time
- Location/s
- Activities undertaken by the Contractor (e.g. met police on site at 22:00, locked barrier after police left site at 23:00)
- Any other issues noticed during visit

The Contractor is required to provide a single hourly rate for undertaking a visit to any Forestry Commission (FC) site located within Thames Chase. The response visit may be requested at any time during a 24 hour period.

**7). Administration of 24 Hour Calls** – the Contractor will provide a 24 hour call administration service for members of the public to report incidents / issues on FC sites. This number will be made available to visitors to the site.

The unit of measurement for this work is per annum and the Contractor is required to provide a single rate for administering member of the public calls each year.

When receiving the call, the Contractor will request the following information:

- Nature of the problem
- Site & exact location of the problem
- Name of caller
- Address of caller
- Phone number of caller

The Contractor will then telephone a member of FC personnel from the provided cascade list and pass on the collected information and ask whether a response visit is required. If requested by the FC the Contractor will mobilise a 24 hour response visit.

The unit of measurement for this work is per annum and the Contractor is required to provide a single rate for administering member of the public calls each year.

## **Lot 2: Jeskyns**

**1). Car Park Unlocking and Locking** – the main element of the work comprises of the daily unlocking and locking of the Jeskyns Community Woodland car park.

**Unlocking:** The car park vehicle and height barrier is to be unlocked daily by 07:00 hours.

**Locking:** The car park locking time will vary throughout the year depending upon daylight hours available ranging from 17:00 hours in winter to 21:00 hours in summer. Time

changes will be agreed periodically with the C.M and the FC entrance board will display the locking time.

The frequency of locking and unlocking may change seasonally, and the estimated amounts stated in the contract schedule should be used as a guide only. A portion of car park locking may be taken on by Forestry Commission staff during the contract. This is reflected in the minimum contract quantity detailed in Section 8.

This will depend on available Forestry Commission staffing resource each year, and will be confirmed with the Contractor in advance. The Contractor will be asked to cover occasional visits when Forestry Commission staff are on leave and during holiday periods (for example, Christmas holidays)

It is important the agreed opening and closing times are adhered to. The car park should be opened no more than 30 minutes before the requested time and locked no more than 30 minutes after the displayed time. The C.M. will use the installed electronic car park counter to periodically monitor compliance with the agreed opening and closing times.

At closing time the Contractor is required to drive through the car park checking for any remaining vehicles. If clear, the Contractor will leave through the vehicle barrier locking it and the height barrier behind them.

If there are vehicles remaining, the Contractor must go through the process of an 'Unattended Vehicle/s Release' (Item 5). If clear, the Contractor will leave through the main car park barrier locking it behind them.

Barriers are secured with combination locks. To ensure site security is maintained, the contractor is required to fully scramble the lock's combination after opening or closing the vehicle and height barrier.

The Contractor shall not pass the combination code onto any third party with out prior consent from the C.M.

The Contractor is required to provide a single rate that will be applicable to either locking or unlocking the Jeskyns Community Woodland car park.

**2). Site Visit During Opening Hours** – when requested the Contractor will provide a uniformed site patrol and undertake general site duties at Jeskyns Community Woodland as agreed with the C.M. (i.e. foot patrols) for the duration of one hour.

Typically this service will be called upon to increase visible site presence during periods of increased anti social behaviour or during FC staff annual leave or periods of absenteeism.

No invoice relating to a site visit will be paid without an e-mail report, to include:

- Date & time
- Location/s
- Activities undertaken by the Contractor (e.g. parked at XX vehicle barrier for 30 minutes, checked barrier padlock)

- Any issues or suspicious activities noticed during visit

The Contractor is required to provide an hourly rate for undertaking a site visit to Jeskyns during normal opening hours (Monday to Sunday between 07:00 – 21:00).

**3). 24 Hour Response Visit** – the FC may request that the Contractor undertakes a rapid response visit to Jeskyns Community Woodland or to FC portakabin office located at Shorne Woods Country Park. When requested, a visit will be responded to by a uniformed officer within 45 minutes.

The uniformed officer will be required to liaise directly via phone with the FC whilst on site and will provide necessary assistance to deal with the situation under our direction (i.e. reporting instances to emergency services, maintaining a physical site presence).

The C.M. may on occasion request assistance of a uniformed officer on site where an FC staff member is expecting to deal with a conflict situation (e.g. unauthorised motorbike drivers, members of public camping). The officer will act as back-up presence, and will not be expected to engage directly with members of the public.

In the event of an emergency the Contractor will first contact the emergency services and then the FC via the provided cascade list.

No invoice relating to a 24 hour response visit will be paid without an e-mail report, to include:

- Date & time
- Location/s
- Activities undertaken by the Contractor (e.g. met police on site at 22:00, locked barrier after police left site at 23:00)
- Any other issues noticed during visit

The Contractor is required to provide a single hourly rate for undertaking a visit to Jeskyns Community Woodland or Shorne Woods Country Park. The response visit may be requested at any time during a 24 hour period.

**4). Release of Unattended Vehicles** – if vehicles are present in the car park the Contractor will move and wait by the entrance barrier, allowing 10 minutes for the car park to clear of visitors. If a vehicle owner is not present, the Contractor should sound their horn on arrival to try to alert the owner.

In the event of vehicles not clearing from the car park within 10 minutes the following procedure must be adopted.

- Information sign placed on the windscreen with contact details (FC to agree wording of windscreen note with the Contractor)
- Car park locked up as defined in the contract schedule
- When the member of the public makes contact with the Contractor they will organise the unlocking of the barrier to allow the person and their vehicle to leave the site. Calls requesting a vehicle(s) release will be responded to by the

### Contractor within 45 minutes

The Contractor is required to provide a single rate for attending Jeskyns Community Woodland car park to undertake a vehicle release. If the Contractor is able to release more than one vehicle during the same visit they will only be entitled to invoice the FC for the cost of a single visit and not for each vehicle released.

No invoice relating to a vehicle(s) release will be paid without a typed fax or e-mail stating the:

- Date & time the contractor received the call requesting a vehicle release
- Owner's and vehicle details (name, postcode, car registration, colour and make)
- Time that the vehicle was released

**5). Act as a Key Holder for FC Premises** – the FC has an portakabin office at Shorne Woods Country Park (Brewers Road, Gravesend, DA12 3HX) and a range of farm buildings located at Jeskyns Community Woodland (Jeskyns Road, Cobham, Kent DA12 3AL).

The Contractor is required to act as an additional key holder for the portakabin office and the farm buildings.

The unit of measurement for this work is per annum and we ask that the Contractor provides a single rate for acting as a key holder.

The FC may request that the Contractor dispatches a uniformed officer with keys to either of these premises as a 24 hour response visit. The actual site visit is considered as a separate chargeable contract element and will be undertaken to the specifications detailed in '24 hour response visit'.

**6). Car Park Charging Enforcement** – the Contractor will provide active car park enforcement on the FC's behalf and identify vehicles that contravene our car parking rules. The Contractor will be expected to abide by the FC's written enforcement process and undertake the following service:

1. Car Park Inspection: at a frequency agreed with the C.M. a uniformed officer will inspect vehicles parked in the Jeskyns car park and identify any vehicles contravening the parking rules, such parking without displaying a valid permit, parking causing obstruction, parking in a marked disabled bay without displaying a valid permit (a full list can be supplied upon request).  
The Contractor will be expected to wait 15 minutes between the time an offending vehicle is identified and the time a penalty notice is issued.  
The FC will supply the necessary equipment to allow the Contractor to issue a parking notice, other than a digital camera. The written penalty notice should be attached to the vehicle and a photograph taken with the notice on the windscreen.
2. Data Input: within 12 hours of issuing a notice the details will be input onto a FC supplied spreadsheet and sent to an agreed email address along with the photograph of the offending vehicle.

The FC anticipates to draw down against this requirement the most in year one of the

contract with a decreasing need in years two to four.

The Contractor is required to provide a single hourly rate for undertaking both parts of this service requirement during the car park opening hours.

**7). Administration of 24 Hour Calls** – The Contractor will provide a 24 hour call administration service for members of the public to report incidents / issues at the woodland site. This number will be made available to visitors to the site.

When receiving the call, the Contractor, will request the following information:

- Nature of the problem
- Exact location of the problem
- Name of caller
- Address of caller
- Phone number of caller
- 

The Contractor will then telephone a member of FC personnel from the provided cascade list and pass on the collected information and ask whether a response visit is required. If requested by the FC the Contractor will mobilise a 24 hour response visit.

The unit of measurement for this work is per annum and the Contractor is required to provide a single rate for administering member of the public calls each year.

#### **Site Access:**

Site access will be via metal vehicular swing barriers which must be secured open when passing through and locked closed after each use (and the combination padlock code scrambled).

No guarantee can be given on the ground conditions within the site and the Contractor should assume that a 4-wheel drive vehicle will be required at all times. The Contractor must access the site using marked surface trails only.

The Contractor shall ensure that vehicles leaving the site do not, under any circumstances, deposit mud or rubbish on the public highway or shared access routes. Vehicles shall be checked at the site entrances.

#### **Monitoring Contractor Performance:**

There will be a 6 monthly service review meeting. This will assess whether the contract is being delivered in line with the contract requirements and confirm contract continuation in advance of the annual break points. In particular, it will look at a range of Key Performance Indicators (KPIs) to evaluate contract delivery:

1. **Contract Monitoring** - There will be quarterly service delivery monitoring to test compliance with the requirements of the contract. For example, this will be used to assess whether car parks have been locked and unlocked at the appropriate dates

and times (within one hour of the designated car park opening / closing time).

2. **Public / stakeholder feedback and complaints** - These will be monitored to assess if contract delivery across a range of areas is satisfactory; including customer service, staff performance etc.
3. **Reporting** - The quality of reports for one-off site visits, vehicle release reports and car park charging enforcement will be reviewed to assess if the service is being provided in accordance with the requirements of the contract

The Forestry Commission reserves the right to withhold payment in respect of services that do not meet the required standards (Clause 3.5. of the FC's standard terms and conditions) or request that the Contractor remedies any failure at their own expense (Clause 19.4).

Please note, new KPIs can be introduced at any time during the term of the contract as long as they are reporting on the requirements of the contract.

### **Contract Management Requirements:**

The successful Contractor must not sub-contract any elements of this contract.

The following documentation must be produced prior to contract commencement:

- 1: Risk assessment/s relevant to all service requirements
- 2: Public Liability Insurance and Employers Liability policies
- 3: Lone working policy
- 4: Conflict management policy
- 5: Evidence of company/staff certification and training e.g. Security Industry Authority (SIA) & Emergency First Aid at Work

These requirements must be maintained throughout the contract, and new copies provided to the C.M. on renewal.

### **Note:**

**If we ask, you must provide documentary evidence establishing your eligibility to tender and your qualifications to fulfil the contract if we accept your quotation. This may be in the form of literature, drawings or samples.**

**You must include details of any areas where you will not be able to comply with these requirements. If your quotation does not meet these requirements we reserve the right to reject it completely.**



## 4. Evaluation Matrix

**Note – failure of any of the ‘Pass/Fail’ sections or modules will constitute an overall Fail of your bid.**

<b>Section /Module</b>	<b>Title</b>	<b>Weighting</b>	<b>Agreed Marking Criteria</b>
5	Lots	Mandatory	You must provide the requested information in relation to the lots you are bidding for, and any preferences where your capacity permits you from taking on all lots you are bidding for.
6	Organisation and Contact Details	Mandatory	Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.
		Questions 6.10 & 6.11 – Pass/Fail	You must have a Health & Safety policy and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.
		Question 6.12 – Pass/Fail	You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.
		Question 6.13 – Pass/Fail	You must either be able to answer ‘no’ to the question posed, or if answering ‘yes’ have provided an explanation which is acceptable to the Forestry Commission. If you answer ‘yes’ to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.
7a	<u>Specific Gateway Questions</u>  <b>Legal requirements</b>	Pass/Fail	You must meet the requirements set out in the gateway questions, as detailed in Section 7a.  If you cannot meet these requirements, you will fail this section.
7b	<u>Specific Award</u>	<u>Weight%</u>	The following evaluation system will be

<p>i</p> <p>ii</p> <p>iii</p>	<p><u>Questions</u></p> <p>Contract servicing</p> <p>Quality</p> <p>Environmental impacts</p>	<p><b>20%</b></p> <p><b>20%</b></p> <p><b>10%</b></p>	<p>applied:</p> <p><b>0 – No response or totally inadequate response</b></p> <p>No response or an inadequate response</p> <p><b>1 – Major Reservations/Constraints</b></p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</p> <p><b>2 – Some Reservations/Constraints</b></p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p><b>3 – Fully Compliant</b></p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p><b>4 – Exceeds Requirements</b></p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
<p>8</p>	<p>Pricing Schedule</p>	<p><b>50%</b></p>	<p>Price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable.</p>

9	Declaration	Pass/Fail	You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on mandatory and discretionary elements are contained within the Declaration.
Module B	References	Pass/Fail	You must provide the information we have requested in Module B. We will consider accepting a lower number of references than requested depending on how long you have been in business. When checking references, we will be looking to confirm that the contract has been carried out on time, to budget and to specification. If we deem your references to be inappropriate, or a referee cannot confirm the work has been carried out on time, to budget and in line with the specification, you will fail this Module.
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Pass/Fail	You must provide the information we have requested in Module D. If we determine that your responses are inappropriate or present a high health & safety risk, you will fail this Module.

## 5. Lots

Please indicate which lots you are interested in bidding for:

Lot No:	Bid: Yes/No

If you bid for more lots than your capacity permits you must clearly state below the maximum number of lots you wish to be awarded and show us your order of preference. We will use this information during our evaluation if an organisation scores the most in more lots than their capacity. The final award of lots will be at our discretion.

Maximum Number of Lots:	
Lot No:	Lot Preferences

## 6. Organisation Details

Organisation Details		
	Question	Your Answer
6.1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).	
6.2	Registered office address.	
	Main contact for this contract Name Address (if different from registered office)  Email Phone Mobile	
6.3	Company or charity registration number.	
6.4	VAT Registration number.	
6.5	Type of organisation	i) a public limited company
		ii) a limited company
		iii) a limited liability partnership
		iv) other partnership
		v) sole trader
		vi) other (please specify)
6.6	Total number of employees employed by your	

Organisation Details						
	Question	Your Answer				
	organisation. (Including Directors, Partners, Apprentices, Trainees etc.)					
6.7	Length of time your business has been operating.					
6.8	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.	<table border="1"> <thead> <tr> <th>No</th> <th>Yes</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	No	Yes		
		No	Yes			
If you have answered "YES" please give details.						

6.9	Consortia and sub-contracting	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	

**If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider, solely, or with other providers) will be responsible for the elements of the requirement.**

6.10	Does your organisation have a written Health and Safety Policy?	<b>Yes</b>	<b>No</b>
	<b>Note:</b> if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.		
6.11	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem		

	that adequate training is not/or has not been carried out, we will reject your bid in full.			
6.12	<b>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</b>			
<b>Insurance Policy</b>	<b>Indemnity Value (£)</b>	<b>Yes</b>	<b>No</b>	<b>Will secure if successful</b>
Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
Public Liability	Min £5m per claim			

<b>Tax Compliance</b>			
6.13	Have your organisation's tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation's tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of: <ul style="list-style-type: none"> <li>a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or</li> <li>b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or</li> </ul>	<b>No</b>	<b>Yes</b>

	c) the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established?		
<p>If answering 'yes' to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> <li>➤ Corrective action undertaken by you to date;</li> <li>➤ Planned corrective action to be taken;</li> <li>➤ Changes in personnel or ownership since the OONC; or</li> <li>➤ Changes in financial, accounting, audit or management procedures since the OONC.</li> </ul> <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> <li>➤ A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the "Halifax" abuse principle etc.</li> <li>➤ Where the OONC relates to a DOTAS, the number of the relevant scheme.</li> <li>➤ The date of the original "non-compliance" and the date of any judgement against the supplier, or date when the return was amended.</li> <li>➤ The level of any penalty or criminal conviction applied.</li> </ul> <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>			



## 7a. Specific Gateway Questions

<b>7a.</b>	<p>A Security Industry Authority licence is required if you undertake the licensable activities of a security guard and your services are supplied for the purposes of or in connection with any contract to a consumer.</p> <p>Please provide evidence that your company and employees are compliant with these requirements, or detail if you are exempt. (Max. 250 words)</p>
<p><b>Answer:</b></p>	

## 7b. Specific Award Questions

	<b>Question</b>	<b>Weight %</b>
<b>i.</b>	<p><b>Contract servicing</b></p> <p>Key elements of this contract are time-bound, for example, unlocking and locking car park barriers within the required timeframe and responding to 24 hour site visit requests within 45 minutes.</p> <p>Please demonstrate how you will service this contract, specifically in relation to:</p> <ul style="list-style-type: none"> <li>- The ability to organise, deliver and monitor both scheduled and on-request services, relating to the set timeframes stated</li> <li>- The ability to service the contract 365 days a year</li> <li>- Your organisational structure, including staffing levels and their locations</li> </ul> <p>You may include supporting evidence such as service response rate data on a separate sheet. (Max. 300 words)</p>	20

<b>Answer:</b>		
<b>ii.</b>	<p><b>Quality</b> How do you propose to deliver a high quality service through the life of this contract? You should include details about service initiation, delivery, and maintaining a skilled and experienced team.</p> <p>State the mechanisms that you have in your organisation to ensure that:</p> <ul style="list-style-type: none"> <li>- Clear lines of communication are in place between all members of staff, particular between management team, operational staff and the finance team</li> <li>- Service delivery is regularly monitored in-house to maintain and improve standards</li> <li>- Customer feedback on the service delivery is captured, and how this information will be used to develop and improve the quality of service</li> </ul> <p>You may include supporting evidence on your customer feedback or complaints procedures on a separate sheet. (Max. 300 words)</p>	20
<b>Answer:</b>		

<b>iii.</b>	<b>Environmental impacts</b> Please detail any measures you will put in place to minimise the environmental impact of servicing the contract, in relation to transport, fuel-efficiency and CO <sup>2</sup> emissions.  If your organisation has an Environmental Policy, please provide a copy. (Max. 200 words)	10
<b>Answer:</b>		

## 8. Pricing

Please provide details of your pricing in the schedule provided below.

### Lot 1 – Thames Chase Community Forest

**Note:** Items 1, 3 and 4 **may** reduce in frequency in Years 2 – 4 of the contract if the Forestry Commission undertakes some of these services in-house. This has been reflected in the table below by the lower estimated quantity for items 1,3 and 4. \*

Item	Item detail	Unit of measurement	Estimated quantities over contract duration (minimum and maximum)	Cost per unit	Total cost for contract duration (minimum and maximum)
1	Car park barrier unlock and/or lock	per visit	14,839 -19,384 *		
2	Site patrol and boundary checks	per hour	80		
3	Changing combination padlock codes	per padlock	32 – 128 *		
4	Changing car park signs	per sign	60 – 240 *		
5	Release of unattended vehicles	per visit	50		
6	24 hour response visit	per hour	16		
7	Administration of 24 hour calls from the public	per annum	24		
<b>Total contract value (minimum and maximum):</b>					

\* The table below demonstrates how the estimated quantities of items 1, 3 and 4 may reduce in Years 2 – 4 if the Forestry Commission undertakes some of these services in-house:

Item	Year 1	Year 2	Year 3	Year 4	Total
1	4,846	3,331	3,331	3,331	14,839
3	32	0	0	0	32
4	60	0	0	0	60

**Lot 2 - Jeskyns**

**Note:** Item 1 may reduce in frequency during the contract if there is increased Forestry Commission staffing resource.

<b>Item</b>	<b>Item detail</b>	<b>Unit of measurement</b>	<b>Estimated quantities over contract duration</b>	<b>Cost per unit</b>	<b>Total cost for contract duration (minimum and maximum)</b>
1	Car park barrier unlock and/or lock	per visit	2,580 - 2,920		
2	Site visits during opening hours	per hour	80		
3	24hr response visit to Jeskyns and/or other FC premises	Per hour	32		
4	Release of unattended vehicle from car park	per visit	16		
5	Key holding responsibilities for FC premises	Per annum	4		
6	Car park charging enforcement	Per hour	130		
7	Administration of 24 hour calls from the public	Per annum	4		
<b>Total contract value (minimum and maximum):</b>					

## 9. Declaration

**Please state within the box at the end of this declaration if there are any specific areas with which you cannot comply. Please note that this may invalidate your tender submission.**

In this certificate, any reference to person or persons will mean and include businesses, associations or corporations and any reference to arrangements or agreements will mean any and all transactions, formal or informal, lawful or otherwise.

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box below (or a separate annex if you require more space) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

By signing this Declaration you, the bidding organisation, certify that:

1. The bidding organisation or any directors or partner or any other person who has powers of representation, decision or control have not been convicted of the following offences as defined by the relevant UK law:

a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;

aa) conspiracy, within the meaning of section 1 or 1A of the Criminal Law Act 1977 or Article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b) corruption, within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;

c) the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

d) fraud, where the offence relates to fraud affecting the European communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:

(i) the offence of cheating Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995

(ii) the offence of conspiracy to defraud;

- (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) order 1978;
- (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
- (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;
- (xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.
- (xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or

disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.

(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)

e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or

eb) an offence in connection with the proceed of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

3. The bidder being a partnership constituted under Scots law has not granted a trust deed nor become otherwise apparently insolvent, nor is subject of a petition presented for sequestration of its estate.

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state.

5. The bidding organisation has not been convicted of a criminal offence relating to the conduct of its business or profession.



6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.
7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established
8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.
9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).
10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.
11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.
12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.
13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended (for organisations employing five or more people).
14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.
15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.
16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-
  - a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respect of this tender;
  - b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this

tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and

- c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.

Please state within the box below if there are any specific areas of the declaration above with which you cannot comply. Please note that this may invalidate your submission, but you should provide details that will enable the Forestry Commission to decide whether to let you progress further in the process, should the reasoning be satisfactory when it applies to one of the discretionary exclusion conditions.

I declare that to the best of my knowledge the information submitted in this ITT is correct. I understand that the Forestry Commission may reject this ITT if there is a failure to answer all relevant questions, or provide any requested information fully or if I provide false or misleading information; or if I make any false declaration which is discovered after Contract Award; I acknowledge that this may lead to said contract being terminated.

Name (printed)

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Date

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Signature

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Capacity / Title

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For and on behalf of

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